

AMENDMENT NO 2
(consisting of one page)
DD09HF38

THIS AMENDMENT (this "Amendment") effective as of December 1, 2018 (the "Effective Date") by and between **BOTTLING GROUP, LLC**, a Delaware limited liability company, and its affiliates and/or their respective subsidiaries collectively comprising Pepsi Beverages Company, with an office located at 111 Westchester Avenue, White Plains NY 10604 ("Pepsi") and **UNIVERSITY OF MASSACHUSETTS, DARTMOUTH** (the "Customer").

WHEREAS, Pepsi and the Customer are parties to the Sponsorship Agreement commencing on January 29, 2009 (as amended on January 3, 2014, the "Agreement"); and

WHEREAS, Pepsi and the Customer wish to modify certain terms of the Agreement and memorialize the same in writing.

NOW, THEREFORE, in consideration of these premises and the covenants herein contained, it is hereby agreed that, as of the Effective Date, the Agreement is hereby amended as set forth below. As used in this Amendment, capitalized terms defined in the Agreement and not otherwise defined in this Amendment, shall have the respective meanings assigned thereto in the Agreement.

1. Pepsi and Customer agree to extend the Term for an additional five (5) month period, expiring on June 30, 2019. For the clarification purposes, the period of time from February 1, 2019 through June 30, 2019 shall be referred to as the "Extension Period". The parties acknowledge and agree that Customer shall continue to receive Rebates and Commissions during the Extension Period. In addition, as it relates to the Extension Period, the parties acknowledges and agrees that Pepsi will provide Annual Sponsorship Fee, Marketing Support, Sustainability support and Internship Support to Customer at a prorated basis, with such prorated amount based upon the number of months in the Extension Term. *For example, (i) the Annual Sponsorship Fee earned over the Extension Period shall be \$47,500; (ii) the Market Support earned over the Extension Period shall be \$2,500; (iii) the Sustainability Funds earned over the Extension Period shall be \$1,000; and (iv) the Internship Support earned over the Extension Period shall be \$2,500.*
2. Notwithstanding anything in the Agreement to the contrary, Pepsi and Customer agree that the only amounts payable to Customer during the extended Term are applicable Commissions and Rebates.
3. Each party represents and warrants to the other that it has the authority to enter into and perform under this Amendment; and that the execution and performance under this Amendment will not violate any agreements with, or rights of, any third party. This Amendment may be amended or modified only by a writing signed by each of the parties.
4. Except as may be expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Pepsi and Customer have caused this Amendment to be executed by the authorized persons set forth below.

BOTTLING GROUP, LLC

By: [Signature]
Name: Don B. Sullivan
Title: Gen Account Manager
Date: 12/30/18

**UNIVERSITY OF MASSACHUSETTS,
DARTMOUTH**

By: [Signature]
Name: MICHAEL LAGRASSA
Title: ASS. VC ADMIN SUCCES
Date: 1/9/19